FILED NO. 155
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1972 FEB -8 AM 8:42

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

J.M.M.
Fee
$12.50

SUPPLEMENT TO FAMILY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between the following persons, to-wit:

Euphemia J. Robinson, a widow and unmarried;
Honor A. Reed and J. F. Reed, Sr., wife and husband;
Irba Kale, a widow and unmarried;
Jack T. Kale and Joy Kale, husband and wife;
Betty Kempa and Alex Kempa, wife and husband;
and
Joan Reed, Guardian of the property of Mona Lynn Kale, a minor;

WITNESSETH::

WHEREAS, the parties hereto with Loren E. Kale, Administrator of the Estate of C. C. Kale, Deceased, entered into a Family Settlement Agreement on the 19 day of July, 1955, providing for the management and sale of the following described real estate, to-wit:

The North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) and East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), Section Twenty-three (23); South Five (5) acres of Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) and East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Fourteen (14); and West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Thirteen (13), all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

in which the parties hereto have interests, and,

WHEREAS, the Estate of C. C. Kale, Deceased, has been administered and closed and all of the interests of the said C. C. Kale Estate in and to specific charges against said real estate have been assigned and transferred to Joan Reed, Guardian of the property of Mona Lynn Kale, a minor, under orders of court entered in said estate, and,

WHEREAS, the real estate hereinbefore described has been sold to Herbert Paul McCaw and Donna Glee McCaw on a contract providing for a total sale price of Twenty-five Thousand Dollars ($25,000), payable One Thousand Dollars ($1,000) at time of execution of the Contract; Four Thousand Dollars ($4,000) on March 1, 1959, and the balance of Twenty Thousand Dollars ($20,000) at the rate of Five

Hundred Dollars ($500) per year on March first of each year for nine (9) years beginning with March 1, 1960, and the entire unpaid balance to be due on March 1, 1970, with interest on all unpaid amounts at 5% per annum, the purchasers having the option to make additional payments, and,

WHEREAS, the parties hereto are desirous of reaching an agreement supplementing the Family Settlement Agreement heretofore entered into between the parties hereto on July 19, 1955.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. It is understood that the One Thousand Dollars ($1,000) down payment under said Real Estate Contract has heretofore been paid to Union State Bank, Winterset, Iowa, to apply on the loan obtained by the agents under said Family Settlement Agreement in connection with the operation and soil conservation work on said farm.

2. It is understood that the Four Thousand Dollar payment, plus any moneys on hand and the 1958 rents collected, will be used by said agents as follows:

FIRST, payment of balance of note at Union State Bank in the amount of Four Hundred Dollars ($400) plus interest;

SECOND, payment of real estate broker's commission due Mr. Bierma on account of sale of farm;

THIRD, payment of 1958 real estate taxes payable in 1959;

FOURTH, payment of costs of continuation or procuring of abstract of title to said real estate.

FIFTH, payment of charge of Twenty-four Hundred and Fifty Dollars ($2,450) to Euphemia Robinson under terms of Family Settlement Agreement.

SIXTH, payment of attorney fees due Webster & Frederick of Winterset, Iowa, for services in connection with the sale and distribution.

SEVENTH, the balance, if any, shall be payable on the interests of any one or more of the parties hereto as said agents may determine.

3. It is further agreed between the parties hereto that at the present time the parties hereto are the owners of charges against said real estate as set forth following their respective names:

EUPHEMIA J. ROBINSON

Claim for care as per Family Settlement Agreement	$2,450
Charge under Last Will and Testament of J. T. Creger, Deceased	5,500
Total	$7,950

HONOR A. REED

Claim for care as per Family Settlement Agreement	$ 900

J. F. REED, SR.

Charge for management as per Family Settlement Agreement	$1,000
Management of real estate for 3½ years, since date of Family Settlement Agreement	350
Total	$1,350

JOAN REED, GUARDIAN OF THE PROPERTY OF MONA LYNN KALE, A MINOR

Charge for management by C. C. Kale assigned to Mona Lynn Kale by Administrator of C. C. Kale Estate	$1,000
One third share of C. C. Kale in $5,000 charge under Will of J. T. Creger, Deceased, in favor of Mona E. Kale assigned to Mona Lynn Kale in settlement of C. C. Kale Estate	1,666.66
One third share of Jack T. Kale in $5,000 charge under Will of J. T. Creger, Deceased, in favor of Mona E. Kale assigned to Mona Lynn Kale by Jack T. Kale in settlement of C. C. Kale Estate	1,666.66
Two thirds of the share of Charles Kale (father of Mona Lynn Kale) in charge of $5,000 in favor of Mona E. Kale	

under the Will of J. T. Creger, Deceased, (Mona E. Kale held a charge of $5,000, and at the time of her death said charge descended in equal shares to C. C. Kale, surviving spouse, Jack T. Kale and Charles Kale. Mona Lynn Kale, as the only child of Charles Kale, was entitled to 2/3 of this 1/3 share of the $5,000 charge) $1,111.12

Total $5,444.44

BETTY KALE KEMPA

One third share of Charles Kale's one third share in charge of $5,000 in favor of Mona E. Kale under Will of J. T. Creger, Deceased $ 555.56

JACK T. KALE

Charge for management of farm for 3½ years since date of Family Settlement Agreement $ 350.00

Summary of Fixed Charges Against Real Estate:

Euphemia J. Robinson	$7,950.00
Honor A. Reed	900.00
J. F. Reed, Sr.	1,350.00
Joan Reed, Guardian of the property of Mona Lynn Kale, a Minor,	5,444.44
Betty Kale Kempa	555.56
Jack T. Kale	350.00
Total of Fixed Charges	$16,550.00

4. It is further agreed between the parties hereto that the above mentioned charges shall bear interest at the rate of 5% per annum after date of March 1, 1959, and that the agents named in said Family Settlement Agreement shall, from the paymants of principal and interest received by them under said real estate contract, pay the interest accrued on the specific charges hereinbefore mentioned to the owner of said charge, said interest to be paid annually commencing March 1, 1960, and each year thereafter.

5. It is further agreed that any additional amounts of principal and/or interest remaining in the hands of said agents shall apply toward the payment of the unpaid balance of the specific charge held by Euphemia J. Robinson.

6. It is further agreed that after the specific charge in favor of Euphemia J. Robinson has been fully paid, the Trustees may apply any balance remaining in their hands toward the payment of the specific charge held by any of the other parties herein, giving preference, however, if requested by the Guardian of Mona Lynn Kale, or by Mona Lynn Kale after she attains her majority, to the charge in favor of the said Mona Lynn Kale.

7. It is further agreed that the specific charges hereinbefore mentioned supersede the specific charges set forth in said Family Settlement Agreement, which specific charges were based on distribution from the Estate of C. C. Kale, Deceased, of the charges held by the said C. C. Kale rather than the assignment of said charges to Mona Lynn Kale.

8. It is further agreed that after the payment of the specific charges, as hereinbefore provided, together with interest thereon, that the balance of the net proceeds from the sale of said real estate shall be paid and distributed by said agents as provided in said Family Settlement Agreement, to-wit:

Nine/twenty-sevenths (9/27) to Euphemia J. Robinson,
Nine/twenty-sevenths (9/27) to Honor A. Reed,
Four/twenty-sevenths (4/27) to Jack T. Kale,
Three/twenty-sevenths (3/27) to the legal Guardian of Mona Lynn Kale,
One/twenty-seventh (1/27) to Betty Kale Kempa,
One/twenty-seventh (1/27) to Irba Kale.

9. Each of the parties hereto hereby agree to sign all of the necessary instruments to complete the sale and conveyance of said real estate in accordance with the terms of said Contract of Sale, which Contract of Sale is hereby ratified and confirmed by the

parties hereto the same as though they had individually signed the same.

Dated this 11th day of December, 1958.

Euphemia J. Robinson
Euphemia J. Robinson

Honor A. Reed
Honor A. Reed

J. F. Reed Sr
J. F. Reed, Sr.

Irba Kale
Irba Kale

Jack T. Kale
Jack T. Kale

Joy Kale
Joy Kale

Betty Kempa
Betty Kempa

Alex Kempa
Alex Kempa

Joan Reed Guardian of Mona Lynn Kale minor
Joan Reed, Guardian of the property of Mona Lynn Kale, a minor.